

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY, ARIZONA

THIS AGREEMENT is entered into 17 August, 2000, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PINAL COUNTY, ARIZONA acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State has approved the exchange of \$25,681.00 in Highway User Revenue Funds (HURF) to the County for design of improvements to Queen Valley Road, and such funds will be repaid to the State by withholding from the Central Arizona Association of Governments (CAAG) federal funds and the obligation authority for federal funds in the amount of \$28,536.00, during fiscal year 2001.

4. The State has approved the exchange of \$145,526.00 in Highway User Revenue Funds (HURF) to the County for the construction of improvements to Queen Valley Road and such funds will be repaid to the State by withholding from the Central Arizona Association of Governments federal funds and the obligation authority for federal funds in the amount of \$161,696.00 during fiscal year 2002.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO 24175
Filed with the Secretary of State
Date Filed: 08/17/00

Petrey Bayless
Secretary of State

By Nicky D. Gruenewald

II. SCOPE OF WORK

1 The County will:

a. Provide design of the improvements contemplated for Queen Valley Road. Provide the State suitable documentation of design together with invoices.

b. Be responsible for any additional funds required for design of the project, and for any claims for extra compensation for whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State in an amount not to exceed \$25,681.00 for reimbursement for the costs of design.

d. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason.

e. Invoice the State for thirty percent of the project construction cost, at the start of construction.

f. Invoice the State for thirty percent of the project cost, at the thirty percent project completion state, and for thirty percent of the project cost at the sixty percent project completion state.

g. Upon completion, approve and accept the project as complete and provide maintenance.

h. Invoice the State for the remaining ten percent of the project cost at the one hundred percent project completion stage.

2. The State will:

a. Within 30 days after receipt and approval of a design invoice, advance the County HURF funds in the amount of \$25,681.00 for design.

b. Within 30 days after receipt and approval of construction invoices, advance the County HURF funds in the total amount of \$145,526.00 for construction.

c. Withhold from CAAG, federal funds and the obligation authority of federal funds in the amount of \$28,534.00 for design in federal fiscal year 2000.

d. Withhold from CAAG, federal funds and the obligation authority of federal funds in the amount of \$161,696.00 for construction during federal fiscal year 2001.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The County assumes full responsibility for the acquisition of right of way, right-of-way plans, project design, plans and specifications, reports, construction and the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property.

whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, and court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

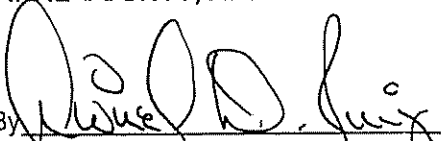
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Pinal County
Director of Public Works
PO Box 727
Florence, AZ 85232

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY, ARIZONA

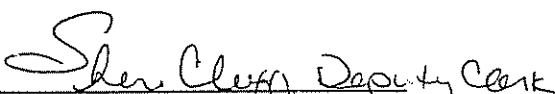
By 
LIONEL D M RUIZ, Chairman
Board of Supervisors 7-26-00

STATE OF ARIZONA

Department of Transportation

By 
MARY LYNN TISCHER, Director
Transportation Planning

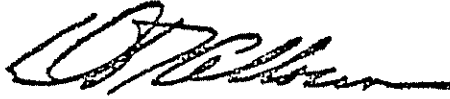
ATTEST

By 
STANLEY D. GRIFFIS
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 24th day of May 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Pinal County for the purpose of defining responsibilities for the exchange of HURF funds for improvements to Queen Valley Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer.
Engineering Technical Group
for Mary E. Peters, Director

JPA 00-92

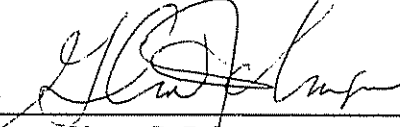
APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the State of Arizona, acting through its Department of Transportation, and Pinal County, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 10th day of July, 2000

ROBERT CARTER OLSON
PINAL COUNTY ATTORNEY

By


Glenn C. Johnson
Deputy County Attorney

When Recorded Return to:
Clerk of the Pinal County
Board of Supervisors
P.O. Box 827
Florence, AZ 85232

RESOLUTION NO. 72600 - JPA

RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS AUTHORIZING PINAL COUNTY TO ENTER INTO INTERGOVERNMENTAL AGREEMENT JPA 00-92 WITH THE STATE OF ARIZONA BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, FOR DEFINING RESPONSIBILITIES FOR THE EXCHANGE OF HIGHWAY REVENUE USER FUNDS TO PINAL COUNTY FOR THE DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO QUEEN VALLEY ROAD WITH SUCH FUNDS BEING REPAID BY THE WITHHOLDING OF CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS (CAAG) FEDERAL FUNDS FOR FISCAL YEARS 2001 AND 2002.

WHEREAS, the State of Arizona by and through its Department of Transportation is empowered to enter into this agreement pursuant to Arizona Revised Statutes Section 28-6993(g); and,

WHEREAS, Pinal County is empowered to enter into this agreement pursuant to Arizona Revised Statutes Section 11-251; and,

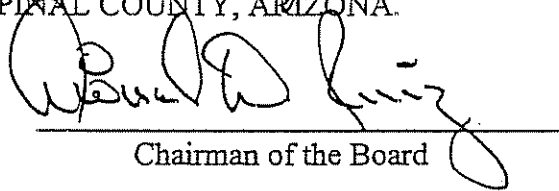
WHEREAS, the State has approved the exchange of Twenty Five Thousand Six Hundred Eighty One (\$25,681.00) in Highway User Revenue Funds (HURF) to Pinal County for the design of improvements to Queen Valley Road, with such funds to be repaid to the State of Arizona by withholding from the Central Arizona Association of Governments (CAAG) federal funds and the obligation authority for federal funds in the amount of Twenty Eight Thousand Five Hundred Thirty Six Dollars (\$28,536.00) during fiscal year 2001; and

WHEREAS, The State has approved the exchange of One Hundred Forty Five Thousand Five Hundred Twenty Six Dollars (\$145,526.00) in Highway User Revenue Funds (HURF) to Pinal County for the construction of improvements to Queen Valley Road with such funds to the State of Arizona by withholding from the Central Arizona Association of Governments federal funds and the obligation authority for federal funds in the amount of One Hundred Sixty One Thousand Six Hundred Ninety Six dollars (\$161,696.00) during fiscal year 2002.

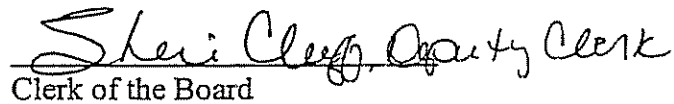
THEREFORE BE IT RESOLVED: Pinal County is authorized to enter into said Intergovernmental Agreement JPA 00-92 with the State by and through ADOT for the

purpose of defining responsibilities of the County and the State for the exchange of Highway Revenue User Funds for the design and construction of improvements to Queen Valley Road.

PASSED AND ADOPTED this 26th day of July, 2000 by the
BOARD OF SUPERVISORS OF PINAL COUNTY, ARIZONA.


Chairman of the Board

ATTEST:


Clerk of the Board



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8855

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0942TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: August 7, 2000

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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